

Sub Paragraph
Exception No. 14

APN# 162-28-211-003, 162-28-211-006
Escrow # 04-02-1076-DTL

Recording requested by and return to:
Nevada Title Company
2500 N. Buffalo Dr., #150
Las Vegas, NV 89128

20040322
02208

CLARK COUNTY, NEVADA
FRANCES DEANE, RECORDER

RECORDED AT THE REQUEST OF:
NEVADA TITLE COMPANY

03-22-2004 14:12 CAB

OFFICIAL RECORDS

BOOK/INSTR: 20040322-02208

PAGE COUNT: 5

FEE: 18.00
APTT: .00

LEASE 3

RE-RECORDED

814-AN

(5)

GENERAL ASSIGNMENT AND ASSUMPTION AGREEMENT

This page added to provide additional information required by NRS
111.312 Sections 1-2 (Additional recording fee applies).

This document is being re-recorded to add the legal description

20040322
.02208



Assessor's Parcel Numbers:

162-28-211-003

162-28-211-006

WHEN RECORDED, MAIL TO:

Gary Lynn Thomas
2320 Santa Clara Dr.
Las Vegas, NV 89104

Escrow Number:

A0-10-0113-DTL

GENERAL ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement ("Agreement") is made as of this 21 day of DECEMBER, 2000, by and between ~~XXXXXXXXXX~~, a Nevada limited-liability company ("Assignor"), and ~~XXXXXXXXXX~~ ("Assignee").

For valuable consideration, Assignor hereby grants, assigns and transfers to Assignee all right, title and interest Assignor may have as sublessee in and to that certain Groundlease, dated July 21, 1994, between ~~XXXXXXXXXX~~ of Nevada, as Landlord and ~~XXXXXXXXXX~~, as Tenant, which was subsequently assigned by ~~XXXXXXXXXX~~ to ~~XXXXXXXXXX~~ (as assigned, the "Sublease"), and Assignee hereby accepts the assignment and transfer. This assignment includes without limitation all unexpended security deposits held by Assignor under the Sublease and all rents and monies due under the Sublease on and after the date of this Agreement.

In consideration of the foregoing, the Assignee assumes and agrees to keep, perform and fulfill all of the terms, covenants, conditions, obligations, duties, responsibilities and liabilities of Assignor accruing or arising under the Sublease on or after the date of this Agreement and hereby assumes responsibility for prepaid rent and security deposits credited to Assignee or prorated as of the date of this Agreement; and

Assignor agrees to indemnify and hold Assignee harmless of and from any and all liabilities, claims, demands, and expenses of any kind or nature arising or accruing prior to the date hereof and which are in any way related to the Sublease, and all expenses related thereto, including, without limitation, court costs and attorney's fees. Assignee agrees to indemnify and hold Assignor harmless of and from any and all liabilities, claims, demands, and expenses of any kind or nature arising or accruing on or subsequent to the date hereof and which are related to the Sublease, and all expenses related thereto, including, without limitation, court costs and attorney's fees.

This Agreement shall be binding and inure to the benefit of Assignor, Assignee and their respective successors and assigns.

[signature page to Assignment Assumption Agreement on page 2]

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[continued signature page to Assignment Assumption Agreement from page 1]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement, on the date(s) set forth below.

ASSIGNEE:

By: _____

Date: _____

ASSIGNOR:

_____, LLC, a Nevada
limited liability company

By: _____
_____, Manager

Date: 12/21/00

STATE OF NEVADA

COUNTY OF _____

This instrument was acknowledged before me on _____, 2000, by _____

NOTARY PUBLIC

My commission expires: _____

STATE OF Hawaii

COUNTY OF Hawaii

This instrument was acknowledged before me on Dec. 21st, 2000, by _____

_____, Manager of _____, LLC, a Nevada limited liability company.

Christine A. Sakamura
NOTARY PUBLIC

My commission expires: _____

LYNETTE A. SAKAMURA
My commission expires: May 23, 2003

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20010103
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(continued signature page to Assignment Assumption Agreement from page 1)

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement, on the date(s) set forth below.

ASSIGNEE:

By: _____

Date: 12/19/00

ASSIGNOR:

_____, a Nevada
limited liability company

By: _____

Date: _____

STATE OF NEVADA

COUNTY OF CLARK

This instrument was acknowledged before me on Dec 19, 2000, by _____



Jodi Schwager
NOTARY PUBLIC
My commission expires: 4-1-03

STATE OF NEVADA

COUNTY OF _____

This instrument was acknowledged before me on _____, 2000, by _____

_____, Manager of _____, a Nevada limited liability company.

NOTARY PUBLIC

My commission expires: _____

ECH00409-1004
181488/gm...signature...notary...01...01

-2-

CLARK COUNTY, NEVADA
JUDITH A. WARDEN, RECORDER
RECORDED AT REQUEST OF:
NEVADA TITLE COMPANY

81-03-2001 14:14 CLO
BOOK: 20010103 PAGE: 01216

REC: 9.00 FPLT: .00

20040322
02208

Escrow No.: 04-02-1076-DTL

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL I:

UNITS TWO (2) AND SEVEN (7) IN BUILDING E OF THE SECOND AMENDED MAP OF QUAIL AIR CENTER (A COMMERCIAL CONDOMINIUM) AS SHOWN BY MAP THEREOF ON FILE IN BOOK 42 OF PLATS, PAGE 79, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

PARCEL II:

AN UNDIVIDED 2.87% INTEREST IN AND TO THE COMMON AREAS OF QUAIL AIR CENTER.

PARCEL III:

A NON-EXCLUSIVE RIGHT OF USE OF THE PARKING AREAS, DRIVEWAYS AND TAXIWAYS, AS SHOWN BY MAP OF THE SECOND AMENDED MAP OF QUAIL AIR CENTER (A COMMERCIAL CONDOMINIUM) ON FILE IN BOOK 42 OF PLATS, PAGE 79, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

PARCEL IV:

ONE (1) CLASS "A" MEMBERSHIP IN AND TO "QUAIL AIR CENTER HANGAR OWNERS ASSOCIATION", A NEVADA NON-PROFIT COOPERATIVE CORPORATION.